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NEGOTIATED CONTRACT

Contract No. AF33(657)-12284
CS-1913

General Dynamics Corporation
Convair Division
Fort Worth, Texas

Contract For: See Schedule

Amount: See Schedule

Mail Invoices To:

Performance Period:
See Schedule

Administrative Data:

This contract is entered into between the United States of America, hereinafter called the Government, represented by the Contracting Officer executing this contract, and the above named Contractor which is a corporation, incorporated in the State of Delaware, hereinafter called the Contractor.

The parties hereto agree that the Contractor shall furnish the facilities and deliver all supplies and perform all the services set forth in the attached Schedule issued hereunder, for the consideration stated therein.

The rights and obligations of the parties to this contract shall be subject to and governed by the attached schedule and General Provisions. In the event of any inconsistency between the Schedule and the General Provisions, the Schedule shall control.

IN WITNESS WHEREOF, the parties hereto have executed this contract as of
3 DEC 1963 1963.

Signatures

GENERAL DYNAMICS CORPORATION
CONVAIR DIVISION
Fort Worth, Texas

THE UNITED STATES OF AMERICA

E

President

TITLE GD/Fort Worth

DATE 31 December 1963

TITLE

Contracting Officer

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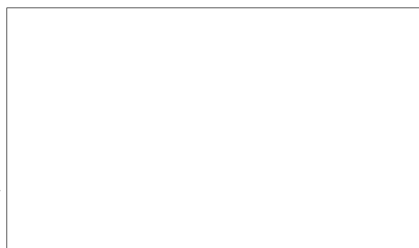
Contract No. AF33(657)12284

CERTIFICATE

I, , certify that I am
M/d/ **an Assistant Secretary** of the Corporation named
as Contractor herein; that who
signed this contract on behalf of the Contractor was then
President - GD/Fort Worth of said Corporation; that said Contract
was duly signed for and in behalf of said Corporation by authority
of its governing body, and is within scope of its Corporate Powers.

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(Corporate Seal)

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Contract No. AF33(657)-12284
File No. CS-1913

SCHEDULE

PART I - SCOPE OF WORK

The Contractor shall furnish the necessary facilities, materials and services to accomplish the work set forth in EXHIBIT "A" attached hereto and made a part of this contract.

PART II - DELIVERY

Contractor shall furnish the work set forth in EXHIBIT "B" in accordance with the provisions thereof.

PART III - ESTIMATED COST AND FIXED FEE

a. The total estimated target cost for the performance of this contract, exclusive of the fixed fee is \$397,021.00 subject to the provision of Clause B.29 of the General Provisions as set forth in PART IX hereof.

b. The total target fixed fee for the performance of this contract is \$29,776.00 subject to the provision of Clause B.29 of the General Provision as set forth in PART IX hereof.

c. There is a total sum of \$125,000.00 allotted for the performance of this contract to cover the period of contract inception through 30 November 1963. Said amount is subject to the provisions of Clause B.29 of the General Provision set forth in PART IX hereof.

PART IV - PAYMENT

a. In accordance with the provisions of Clause 4 of the General Provisions of this contract entitled, "ALLOWABLE COST, FIXED FEE AND PAYMENT," the Government shall pay the Contractor, as full compensation for the performance of this contract, the fixed fee as specified in PART III above, and the Allowable Cost incurred by the Contractor in performance of this contract, and accepted by the Contracting Officer as chargeable in accordance with "Contract Cost Principles, Section XV, Part 2, Armed Services Procurement Regulation"; such determination being subject to the provisions of this contract entitled "Disputes." It being understood and agreed, without limiting the generality of the foregoing, that the following shall be considered as allowable items of costs, incurred or paid by the Contractor, and when necessary and required and used for the performance of work hereunder:

- (1) Those costs set forth in Clause 43 to Section A of

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Contractor's Basis Agreement Contract No. AF33(657)-5054.

b. For purposes of billing current costs incurred under this contract or until such time as an audit of Contractor's interim or final vouchers or invoices are made by the Contracting Officer or his duly authorized representative, the Contractor shall use those rates currently approved by the cognizant Military Department for billing purposes under CPFF contracts.

c. Contractor shall be paid the fixed fee stated in PART III hereof in monthly installments based on allowable costs incurred by the Contractor and approved by the Contracting Officer computed at the same ratio that the total fixed fee stated herein is to the total estimated cost stated herein, subject, however, to the withholding provisions of paragraph (c) of Clause 4 of the General Provisions hereof.

PART V - WAIVER OF REQUIREMENTS OF GENERAL PROVISIONS

Notwithstanding the requirements of any of the General Provisions of this contract to the contrary, whensoever the contractor, in performance of the work under this contract, shall find that the requirements of any of the clauses of the General Provisions are in conflict with security instructions issued to the Contractor by the Contracting Officer or by his duly authorized representative for security matters, the Contractor shall call the attention of the Contracting Officer to such conflict and the Contracting Officer or his duly authorized representative for security matters shall (i) modify or rescind such security requirements or (ii) the Contracting Officer shall issue to the Contractor a waiver of compliance with the requirements of the General Provisions conflicting with such security requirements. Any waiver of compliance with the General Provisions of this contract issued by the Contracting Officer shall be in writing except that the approval by the Contracting Officer of any subcontract issued hereunder by the Contractor shall be deemed to constitute approval of waiver of any clauses of the General Provisions in conflict with the stipulations of such subcontract.

PART VI - SPECIAL SECURITY RESTRICTIONS

The Contractor shall not reveal (i) the specific nature or any details of the work being performed hereunder or (ii) any information whatsoever with respect to the department of the Government sponsoring this contract and the work thereunder except as the Contractor is directed or permitted to reveal such information by the Contracting Officer or by his duly authorized representative for security matters, and notwithstanding any clause or section of this contract to the contrary, the Contractor shall not interpret any clause or section of

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this contract as requiring or permitting divulgence of such information to any person, public or private, or to any officer or department of the Government without the express consent of the Contracting Officer or his duly authorized representative for security matters.

PART VII - LETTER CONTRACT SUPERSEDED.

This is the Definitive Contract contemplated by Letter Contract No. AF33(657)12284 dated 26 August 1963, said Letter Contract being superseded in its entirety by this Definitive Contract. Work performed and payments made under said letter contract shall be deemed to be work performed and payments made under this Definitive Contract. In the event of conflict, the Definitive Contract shall govern.

PART VIII - ANTICIPATORY COSTS

Costs incurred on and after 1 August 1963 and prior to the execution of this contract and which would be properly allocable to this contract if it were then in existence shall be accepted by the Contracting Officer as allowable costs under this contract.

PART IX - GENERAL PROVISIONS

The General Provisions of this contract shall consist of all of the clauses of SECTION A and D and the following clauses of SECTION B of Basic Agreement AF33(657)-5054, all of which are hereby incorporated herein by reference and shall apply in the performance of this contract:

B.1, B.4, B.5A, B.6, B.12, B.18, B.20, B.26, B.27,
B.29, B.34 and B.44.

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